

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

RAND-WHITNEY CONTAINERBOARD  
LIMITED PARTNERSHIP

Plaintiff,

v.

TOWN OF MONTVILLE, and TOWN OF  
MONTVILLE WATER POLLUTION  
CONTROL AUTHORITY,

Defendants.

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CIVIL NO.: 3 96 CV 00413 (HBF)

**SECOND AMENDED JUDGMENT**

This action came on for trials before this Court in 2002 and 2005. This Court rendered a judgment in 2006 and an amended judgment in 2007. The parties have taken appeals to the Court of Appeals for the Second Circuit. The issues having been duly tried and the judgment of this Court having been modified in accordance with the decision of the Court of Appeals, it is hereby

**ORDERED and ADJUDGED**

That the plaintiff, Rand-Whitney Containerboard Limited Partnership, recover jointly and severally from defendants Town of Montville and Town of Montville Water Pollution Control Authority ("the Town"), the sum of:

\$344,872 for Montville's breach of the Modification Agreement under the 2002 jury verdict;

Pre-judgment compound interest in the amount of 10 percent per year, compounded annually on the \$344,872 Modification Agreement verdict for the period of August 9, 2002 through October 25, 2006, for a total of \$171,209;

\$10,000,000 in damages for the Town's breach of the Supply Agreement, awarded by the jury on May 23, 2005, representing Rand-Whitney's past and future damages

for the Town's breach;

As provided in 28 U.S.C. § 1961, post-judgment interest shall accrue from October 26, 2006 until paid on the full judgment amount of \$10,516,081.00, which is the sum of the above amounts.

**It is further Ordered and Adjudged that:**

- (5) That judgment is entered pursuant to the Court's Ruling dated March 31, 2005 [Docs. ##363 and 504], declaring that the Town of Montville Water Pollution Control Authority (the "Authority") breached section 8.3(e) of the Water Supply Agreement, and the Authority is permanently enjoined from further breach under that section; and
- (6) That judgment is entered pursuant to the Court's Ruling dated March 31, 2005 [Doc. #362], declaring that Montville breached section 8.1 of the Waste Water Treatment Agreement on September 15, 1994, and each year thereafter through and including September 15, 2001. Defendants are permanently enjoined from failing to provide capacity reports in the future.

**It is further Ordered and Adjudged that:**

- (7) The parties agree and stipulate, and the Court orders, that the total amount of the money judgment with post-judgment interest, taking into account applicable offsets, if paid on November 24, 2008, shall be \$11,416,144.

Dated at Bridgeport, Connecticut, this 17th day of November, 2008.

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Holly B. Fitzsimmons  
United States Magistrate Judge